

# REQUEST FOR PROPOSAL

*Issued by*



*For*

## GENERAL CONTRACTOR SERVICES

### MISSION PLAZA PHASE III

**RFP 25-01**

Proposals to be submitted to the  
Coastal Bend Workforce Development Board d.b.a. Workforce Solutions Coastal Bend

**Issue Date: January 27, 2025, 2:00 pm Central Time**

**Pre-Proposal Conference: February 3, 2025, 10:00 am Central Time**

**Proposal Due Date: February 18, 2025, 4:00 pm Central Time**

Procurement is open and subject to the availability of funds.

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Workforce Solutions is an Equal Opportunity employer/program. Historically Underutilized Businesses (HUB's) are encouraged to apply. Auxiliary aids and services are available upon request to individuals with disabilities. Telephone access is available by dialing 711 or you can also call 512.936.0342; (TDD): 1.800.735.2989, Voice 1.800.735.2988.

This document contains vital information about requirements, rights, determinations, and/or responsibilities for accessing workforce system services. Language services, including the interpretation/translation of this document, are available free of charge upon request.

Este documento contiene información importante sobre los requisitos, los derechos, las determinaciones y las responsabilidades del acceso a los servicios del sistema de la fuerza laboral. Hay disponibles servicios de idioma, incluida la interpretación y la traducción de documentos, sin ningún costo y a solicitud.

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## **PART 1.0 – GENERAL INFORMATION**

### **1.1 Background**

The Coastal Bend Workforce Development Board dba Workforce Solutions Coastal Bend (WFSCB) is a non-profit, tax-exempt organization which oversees workforce development programs in the Coastal Bend region. As the grant recipient and administrative entity, WFSCB is responsible for the planning, evaluation, and oversight of workforce related programs. WFSCB primarily receives funding from the United States Department of Labor (DOL) through the Texas Workforce Commission (TWC).

WFSCB serves an eleven (11) county region consisting of the following counties: Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, Nueces, Refugio, and San Patricio. Services provided are concentrated at two urban career centers located in Corpus Christi. Other career centers are located in Beeville, Alice, Falfurrias, Kingsville, Rockport and Sinton.

The WFSCB Board of Directors is made up of thirty-five (35) volunteer members representing various employment sectors and is supported by the Board professionals, led by the President/Chief Executive Officer. WFSCB's mission is to invest in the area's regional economic success through access to jobs, training, and employer services. To accomplish this mission WFSCB has adopted the following strategies:

- Collaborate with industry, education, economic development and labor to develop a comprehensive regional workforce strategic plan;
- Develop a trainable and available workforce;
- Provide workforce-relevant educational and training opportunities for youth; and
- Provide child care assistance to eligible families for employment and training activities.

Please also see: [WFSCB Strategic Business Plan](#)

### **1.2 Purpose of Request for Proposals (RFP)**

WFSCB is soliciting competitive proposals from a licensed General Contractor, hereinafter referred to as "Respondent," with the qualifications and experience to remodel office space located at 4981 Ayers Road according to the approved architectural plans. Services provided will include but not be limited to the services in the Scope of Work described in paragraph 1.4 on page 5 of this RFP.

WFSCB anticipates exploring any viable alternative for providing these services and may decide, after reviewing proposals submitted, not to enter into any agreement.

### **1.3 Eligible Respondents**

Respondents possessing construction services experience and the capability to provide requested services under the terms and conditions of a contract with WFSCB may respond to this RFP. Respondents may be non-profit entities, private for-profit entities, community-based organizations or individuals. Respondents shall normally be engaged in construction services in the State of Texas. Respondents must have a proven record of past performance in providing the requested services and the ability to maintain staffing levels to provide prompt, efficient service to WFSCB. Minority, disadvantaged, veteran and/or women-owned businesses are encouraged to respond to this RFP.

Respondents that are presently debarred, suspended, proposed for debarment, or declared ineligible by any federal or state funded agencies are not eligible to respond to the RFP or receive a contract.

## **1.4 Scope of Work**

WFSCB requires construction services for approximately 6,340 square feet of office space. The space previously functioned as a trampoline park and requires renovation to convert it into office space. The project architect has completed the Construction Documents and Project Manual. Respondent will be responsible for the delivery and completion of the office space according to the approved plans and specifications.

This project is the third Phase of WFSCB's Mission Plaza Workforce Center renovation. The selected contractor will work closely with the project architect, WFSCB's executive team or designated individuals to provide the required services. Work will include, but not be limited to interior trades such as demolition, hardware, electrical, construction of walls, installation of doors, mechanical and limited exterior upgrades as well as the following construction related services:

1. Visit site to ascertain the general character of the site and building to confirm local conditions such as location, accessibility, existing work at or adjacent to the site and any other pertinent details.
2. Provide general construction related administration services including construction contract administration, and professional inspection of the construction work.
3. Has or shall obtain the means and personnel necessary to effectively implement this Scope of Work.
4. Establish project milestones with timeline.
5. Review and monitor construction progress against budget.
6. Work with regulatory agencies to comply with all applicable laws and rules.
7. Obtain all necessary permits.
8. Ensure construction will be in accordance with the building and design specifications, AIA standards, Americans with Disabilities Act, Texas Accessibility Standards Act, National Electrical Code, current state energy code, International Building Code, Uniform Mechanical Building Code, National Plumbing Code and city, county, state, and federal building construction codes.
9. Manage and adhere to all Davis Bacon requirements, certified payroll reviews, and any other requirements associated with projects receiving state and federal funds.
10. Execution of design plans to the written specifications.
11. Participate in regularly scheduled, periodic project meetings with architect.
12. Be available for impromptu project meetings, when necessary, with architect.
13. Preparation of inspection reports or assessments.
14. Conduct post construction/operations review with project architect and/or WFSCB staff.
15. Conduct a warranty inspection to verify and confirm installation of warranty items in accordance with drawings and specifications.
16. Advise on safety precautions and programs in connection with the project to prevent injury, damage or loss to employees, materials, equipment, building and/or property as required.
17. Prepare change orders, as required.
18. Correct and cure deficiencies identified by project architect.
19. Provide any other information that would affect cost to WFSCB.
20. Provide other special construction services, as required.
21. Comply with Texas Government Code, Chapter 2166, if applicable.

## **1.5 Authority**

All contracts awarded, as a result, of this RFP must fully comply with applicable local, state, and federal laws, rules, regulations, and policies governing the provision of these services. Additionally, WFSCB's policies and plans are available upon request. Respondents are expected and presumed to be knowledgeable of all applicable federal, state, and local laws, rules, regulations, and policies governing the provision of these services.

## **1.6 Constraints on the Contractor**

The contractor will perform all work under the direction of the President/CEO or designee(s). The contractor must provide a point of contact.

## **1.7 Performance and Payment Bonds**

Successful Respondent shall deliver to WFSCB both a Payment Bond and a Performance Bond for the project price no later than the tenth (10<sup>th</sup>) day after the contract has been executed. All bonds and insurance required by the contract shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance for the limits and coverages required by the contract.

## **1.8 Builder Warranty**

Successful Respondent shall provide a one-year warranty for all labor and materials. Warranty documentation for all elements of the installation shall be provided upon project completion.

## **1.9 Delivery and Post Construction**

Successful Respondent responsibilities include but are not limited to close-out document process and a one-year completion walk-through to address warranty issues. Respondent shall include a sample Project Close-Out Checklist and warranty program information with bid response.

## **1.10 Change Orders**

WFSCB shall only be responsible for Change Orders above and beyond the project price that have been signed by WFSCB's project manager. Unsigned Change Orders shall not be paid.

## **1.11 Subcontracting**

Any subcontracting must be specified in the proposal and approval must be granted by the WFSCB prior to the execution of any contract resulting from this RFP. All subcontracting is subject to applicable federal, state, and local laws, rules and regulations and policies. If the Respondent proposes to subcontract any of the above services and activities to be provided, the Respondent must indicate which services and activities will be subcontracted and the rationale behind using subcontractors instead of providing the services directly. The Respondent must also describe how subcontractors were (or will be) procured and selected, their qualifications, as well as the basis for payments. Subcontractors are subject to the same requirements as the Respondent under this RFP and resultant contract.

## **1.12 Legal Concerns**

Respondents must disclose whether there are any legal judgments, claims, arbitration proceedings, or suits pending or outstanding against the firm or its officers. If applicable, this information should be immediately disclosed to WFSCB.

This contract does not contain liquidated damages language.

## **1.13 WFSCB Responsibilities**

WFSCB will provide the selected contractor access to all personnel, rooms, and departments necessary for completion of the work to be performed.

## **PART 2.0 - CONTRACT INFORMATION**

### **2.1 Award Notification**

WFSCB intends to contract with one qualified Respondent based upon their responses to the evaluation criteria as outlined in paragraph 6.2 of this RFP and the services Respondent is able to provide.

### **2.2 Contract Period and Contract Renewals**

The initial contract will be awarded for a period not to exceed twelve (12) months and ending on September 30, 2025. The contract may be renewed for one (1) additional one-year period beyond the original acceptance award for a total not to exceed two (2) years. The contract renewals are at the discretion of the WFSCB and are based on need, availability of funds, satisfactory performance, and successful contract negotiations.

Unless a contract is executed, WFSCB is under no obligation to provide funding under this proposal process.

### **2.3 Contract Selection and Appeal Process**

- I. All proposals considered must be responsive to the RFP instructions.
- II. WFSCB will base its selection on the Respondent's professional competence and experience (includes demonstrated ability/references), change order fee percentage and proposed construction contract amount.
- III. Any proposal receiving a score of less than 70 will be declared non-responsive.
- IV. WFSCB will make a good faith effort to award contracts to Historically Underutilized Businesses (HUBs).
- V. All Respondents will receive notification of the award status. A Respondent who wishes to appeal the decision will be required to notify WFSCB's President/CEO, in writing, within fifteen (15) days from the date of the notification. The complainant letter must specify the nature of the appeal and any desired remedies of action. WFSCB reserves the right to determine whether the appeal is valid and merits further consideration. Written notification should be sent to:

Mr. Ken Trevino  
President/CEO  
Workforce Solutions Coastal Bend  
400 Mann Street, Suite 800  
Corpus Christi, TX 78401

### **2.4 Reassignment**

In the event a contractor fails to perform as required, WFSCB reserves the right to terminate a contract early with a failing or non-compliant contractor and sign a contract in whole or in part to another successfully performing contractor obtained through this procurement, subject to successful contract negotiations.

### **2.5 Insurance**

The contractor will be required to maintain insurance coverage for the period of the contract. Contractor must obtain insurance adequate to cover contractor's employees and against personal and bodily injury and property damage. The following minimum insurance coverage and limitations will be required:

- General liability insurance for personal injury and bodily injury and property damage to a third party. The required minimum coverage shall be \$500,000 per occurrence or \$1,000,000 aggregate.
- Performance Bond for 100% of the contract price.
- Payment Bond for 100% of the contract price.

- Automobile liability insurance in the broad form (applicable if the contractor uses an automobile whether owned, leased, or non-owned) in conducting its performance under this Contract is required. Such automobile insurance must provide \$100,000 liability per occurrence, \$300,000 aggregate liability and \$100,000 property damage. A reasonable deductible is allowable. Contractor shall maintain up-to-date, on file evidence that employees who drive their own automobile in the normal scope of work performed under this Contract possess a valid Texas Drivers License and proof of current liability insurance.
- Workers Compensation insurance shall be required for all the contractor's employees that will be working under this contract. However, if the contractor does not have the insurance coverage, but meets the definition of "Independent Contractor" as defined by the State of Texas, the contractor must sign a waiver agreeing to this independent relationship. The waiver form can be obtained upon request.
- Contractor must provide a Certificate of Liability Insurance containing all of the above coverages with WFSCB as a certificate holder and loss payee.
- Contractor is responsible for their own builder's risk insurance.
- A Bid Bond/Bid Security is not required.
- A fidelity bond sufficient to cover the entire contractor's personnel handling funds or testifying to the accuracy of such documents as they relate to the Contract. The amount of the coverage shall be sufficient to cover the largest cumulative amount of all cash requests submitted by the contractor on any given day or cumulative funds on hand at any given point. At a minimum, however, the amount of coverage should ensure that at least 10% of the funds provided under the contract are protected. Fidelity bonds can be obtained free of charge through the local Workforce Solutions Coastal Bend.

## **2.6 Invoice for Payment**

Payment for contracted services will be reimbursed as follows: Pay Applications shall be submitted to project architect by the 25<sup>th</sup> of each month for review and approval. Work included in the pay application shall be only for work completed through the end of the month and or materials stored in a bonded warehouse. WFSCB will issue payment within three (3) weeks of receipt of complete and accurate information from project architect. Pay Applications should be submitted to CLK Architects at [architects@clkarch.com](mailto:architects@clkarch.com).

## **2.7 Contract for Services**

Contract for services will be based on a cost-reimbursement basis and/or negotiated completion of planned phases and expected written deliverables. Costs will be paid based on the submittal of an invoice with all supporting documentation.

## **2.8 Travel Reimbursement**

WFSCB follows the State Coordination of Travel rule and the GSA's federal Domestic Maximum Per Diem Rates. Travel costs may include lodging, meals, airfare, car rentals, and mileage. Travel reimbursements will not exceed the current State travel rates. Reimbursement requests for lodging, airfare, and car rentals will include receipts for actual cost.

Transportation expenses will be reimbursed only for the quickest and most economical means of transportation to reach the desired location. An individual choosing to take another means of transportation will be reimbursed only at the cost of the quickest and least expensive means of transportation. Car rental, taxis, and other forms of ground transportation must comply with this policy of quickest and most economical means. Coordination of travel must occur when two, three, or four



authorized travelers travel on the same dates with the same itinerary to conduct the same business. When coordination of travel is required, WFSCB may reimburse only one of the authorized travelers for mileage.

Costs for travel must have prior written approval from WFSCB. Due to unforeseen circumstances, WFSCB may need to re-schedule events. Consequently, WFSCB will make every effort to provide prior notice to contractor. However, if applicable, we advise contractor not to purchase non-refundable airfare tickets. WFSCB will not be responsible for reimbursing contractor for any unused non-refundable airfare tickets.

### **PART 3.0 - GOVERNING CONDITIONS AND LIMITATIONS**

- 3.1 WFSCB reserves the right to accept or reject any or all proposals submitted.
- 3.2 WFSCB is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
- 3.3 The only purpose of this RFP is to ensure uniform information in the solicitation of proposals for the procurement of general contractor services. This RFP is not to be construed as a purchase agreement, contract or as a commitment of any kind; nor does it commit WFSCB to pay for any costs incurred prior to the execution of any contract or payment agreement unless such costs are specifically authorized in writing by WFSCB. All agreements are contingent upon availability of funds from the U.S. Department of Labor and/or Texas Workforce Commission.
- 3.4 The intent of this RFP is to identify the various contract alternatives and estimates of costs for the items solicited. WFSCB is under no legal requirement to execute a contract or payment agreement from any proposal submitted.
- 3.5 WFSCB reserves the right to award a contract(s) for any services solicited in this RFP in any quantity WFSCB determines is in its best interest.
- 3.6 WFSCB reserves the right to extend, shorten, increase, or decrease any contract awarded as a result of this RFP.
- 3.7 WFSCB reserves the right to request additional information, clarification of or explanation for any aspect of a proposal to this RFP.
- 3.8 Respondents shall not make offers of gratuities or favors, to any member of the project architect firm, WFSCB, WFSCB's Board of Directors, WFSCB's CEO Council, or their respective staff persons including or any subcontractor employees of WFSCB. Contact for technical assistance is allowed with the RFP contact person or designated WFSCB staff. Violation of this instruction will result in immediate rejection of the proposal.
- 3.9 WFSCB specifically reserves the right to vary the provisions set herein any time prior to the execution of the contract or payment agreement where such variance is deemed to be in the best interest of WFSCB.
- 3.10 All proposals and their accompanying attachments will become property of WFSCB after submission and materials will not be returned. In addition, all materials that are produced as a result, of this RFP become property of WFSCB.
- 3.11 The contents of a successful proposal may become contractual obligations if a contract or payment agreement is awarded. Failure of the Respondent to accept those obligations may result in the cancellation of the proposal for selection. The contents and requirements of this RFP may be incorporated into any legally binding and duly negotiated contract between WFSCB and the selected Respondent.

- 3.12 WFSCB reserves the right to select and/or contract with more than one Respondent from the proposals submitted.
- 3.13 Costs incurred by a contracted entity in the delivery of services shall be reimbursed based on mutually agreed on conditions and delivery schedules with the submission of appropriate documentation. Delivered services must meet standards agreed upon during contract negotiations before reimbursement is made.
- 3.14 Upon award of a contract, contractor must provide proof of the following required insurance coverages: general liability insurance consisting of coverage for personal injury and bodily injury and property damage to a third party. The required minimum coverage shall be \$500,000 per occurrence or \$1,000,000 aggregate. If the contractor does not have the required general liability insurance, WFSCB will assess the need for such insurance, on a case-by-case basis. Workers compensation insurance will be required for all employees that will be working under a contract with WFSCB. However, if the contractor meets the definition of “Independent Contractor”, as defined by the State of Texas, the contractor must sign a waiver agreeing to this independent relationship. The waiver form can be provided upon request.
- 3.15 The Respondent must be current in Unemployment Insurance taxes, Payday and Child Care Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas and has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.
- 3.16 The proposer certifies that the business entity is eligible pursuant to Texas Family Code Section 231.0006 to receive the grant and acknowledges that any grant award resulting from this RFP may be terminated and payment may be withheld if this certification is inaccurate. If a board member, corporate officer, individual, or controlling officer of the awardees’ fiscal agent is more than 30 (thirty) days in arrears in payment of an obligation of child support, the awardee acknowledges that payments under the grant award resulting from this RFP may be suspended and/or the contract cancelled.
- 3.17 Prohibited Technologies: In accordance with the Governor’s directive, all individuals joining meetings virtually or visiting WFSCB facilities in person, must adhere to the required Model Security Plan for Prohibited Technologies that seeks to protect the State’s sensitive information and critical infrastructure from technology that poses a threat to the State of Texas. Prohibited devices may include cellular telephones, laptops, tablets, desktop computers, and other devices capable of internet connectivity. For a complete list of prohibited devices and apps please reference: <https://dir.texas.gov/information-security/prohibited-technologies>.
- 3.18 Cyber Security: Contractor’s cyber security standards will adhere to the Texas DIR standard, NIST, TWC WD Letters and include but are not limited to Texas Government Code 2054.077.
- 3.19 WFSCB is an Equal Opportunity Employer and complies fully with the nondiscrimination and equal opportunity provisions of the applicable laws. Each Respondent that submits a proposal to a solicitation warrants and assures that it will comply fully with the nondiscrimination and equal opportunity provisions as required by 29 CFR 38.2(1). Each applicant for financial assistance under Title I of Workforce Innovation and Opportunity Act (WIOA), as defined in §38.4, must include the following assurance:

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries

on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I—financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified Individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant applicant also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

## **PART 4.0 – PROCUREMENT SCHEDULE**

### **4.1 Procurement Schedule**

<b>Title</b>	RFP for General Contractor Services Mission Plaza Phase III
<b>Number</b>	RFP 25-01
<b>Issue Date</b>	January 27, 2025 @ 2:00 pm
<b>Pre-Proposal Conference</b>	February 3, 2025 @ 10:00 am
<b>Site Visits</b>	February 4 & 5, 2025 @ 10:00 am
<b>Period for Submittal of Written Questions</b>	January 27 – February 7, 2025 @ 5:00 pm
<b>Questions &amp; Electronic Proposal Submission</b>	<a href="mailto:Nelda.Rios@workforcesolutionscb.org">Nelda.Rios@workforcesolutionscb.org</a>
<b>Posting of Questions &amp; Answers</b>	February 11, 2025 @ 5:00 pm
<b>WFSCB Website Procurement Opportunities Page</b>	<a href="https://www.workforcesolutionscb.org/about-us/procurement-opportunities/">https://www.workforcesolutionscb.org/about-us/procurement-opportunities/</a>
<b>Proposal Submission Due Date &amp; Time</b>	February 18, 2025 @ 4:00 pm
<b>Paper Submission of Proposal</b>	Nelda Rios, Contracts and Procurement Specialist Workforce Solutions Coastal Bend 400 Mann Street, Suite 800 Corpus Christi, TX 78401
<b>Proposal Evaluation Period</b>	February 24-28, 2025
<b>Projected Notifications of Award &amp; Non-Selection</b>	March 3, 2025
<b>Projected Contract Start Date</b>	March 10, 2025

All times indicated above are Central Time and dates are subject to change. Respondents shall be responsible for monitoring the Procurement Opportunities page of WFSCB's website for any updates pertaining to this solicitation. WFSCB will not be held responsible for any further communication beyond updating the website.

### **4.2 Pre-Proposal Conference**

A Pre-Proposal Conference to explain or clarify the RFP and to answer questions will be held on February 3, 2025 at 10:00 am. Attendance at this conference is not mandatory, but strongly recommended. The Pre-Proposal Conference will be held at WFSCB's Administrative Offices, 400 Mann Street, Suite 800, Corpus Christi, Texas 78401, Main Conference Room. Parties unable to attend in person may participate virtually from a computer, tablet or smart phone via Zoom:

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/82246075804?pwd=PmFhztjyXKz7v9bRKVON33p1vyVBU.1>

**US Toll-Free Call In:** 888 475 4499

**Meeting ID:** 822 4607 5804

**Passcode:** 631770

Questions regarding the solicitation must be submitted in writing to Nelda Rios, Contracts and Procurement Specialist either via fax 361.885.3057 or email by 5:00 pm on February 7, 2025. A copy of all questions submitted and WFSCB's response to the questions will be posted on the Procurement Opportunities page of WFSCB's website by 5:00 pm on February 11, 2025.

WFSCB reserves the right to modify these dates. Notice of any date changes will be posted to WFSCB's website.

## **5.0 – PROPOSAL SUBMISSION REQUIREMENTS**

### **5.1 Administrative Guidance**

The information provided herein is intended to assist Respondents in the preparation of proposals necessary to properly respond to this RFP but is not intended to limit a submission's content or to exclude any relevant or essential data there from. Proposals should be prepared using the provided Proposal Response Document. Respondents are at liberty and encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

### **5.2 Process Description**

The proposal process is close-ended and proposals will be accepted through February 18, 2025 until 4:00 pm Central Time. After a proposal is received, it will be reviewed for responsiveness. Proposals determined to be responsive will be forwarded to a committee for evaluation and scoring. This is a competitive procurement utilizing the RFP method and as such, award does not have to be given to the lowest priced proposal, but rather to the Respondent submitting the most responsive proposal satisfying WFSCB's criteria at a reasonable cost.

### **5.3 Proposal Outline**

Using the provided Proposal Response Document, proposals should be prepared in a concise manner. Clarity of content and completeness are essential. Pertinent supplemental documentation should be included and listed in the table of contents. Proposals must be typed with pages sequentially numbered and submitted as a separate PDF file from the Bid Response Document and contain the following sections and in this order:

#### **PDF File #1 Proposal**

- Cover Page
- Table of Contents with page numbers
- Profile & Certification
- Executive Summary
- Completed Work
- Current Work
- Change Order Fee Percentage
- References
- Certifications & Assurances: Respondent must complete, sign/date, and submit the following forms:
  - Attachment A: Certifications Regarding Lobbying, Debarment, Drug-Free Workplace, etc.
  - Attachment B: Texas Corporate Franchise Tax Certification
  - Attachment C: State Assessment Certification

Attachment D: Disclosure of Interest  
Attachment E: Undocumented Workers Certification  
Attachment F: Orientation to Complaint Procedures for Service Providers

### **PDF File #2 Bid / Construction Contract Amount**

Using the provided Bid Response Document, the proposed construction contract amount is to be submitted as a separate PDF file from the proposal. Contractor will be responsible for plan review and permitting costs. WFSCB will be responsible for hazardous materials testing and abatement, providing and installing FFE, building electricity, water, MEP commissioning (if required) and WPI-8 inspection and certificate.

Failure to provide written responses to items indicated in this RFP will be interpreted by WFSCB as an inability by the Respondent to provide the requested product, service, or function.

### **5.4 Proposal Format**

Proposals may be submitted either in paper or electronically. If submitting in paper format, Respondent must provide an original version with all forms requiring execution containing original wet signatures **and** an electronic version, as two separate PDF files, transmitted via email to [Nelda.Rios@workforcesolutionscb.org](mailto:Nelda.Rios@workforcesolutionscb.org). If the PDF file size is too large to transmit via email, Respondent may email a link which allows for the download of the proposal and bid. The electronic version must contain all required e-signatures. Any differences between the paper version and the electronic version are at the liability of the Respondent. Failure to submit the items as stated under section 5.0, Proposal Submission Requirements, will be ruled unresponsive to the specifications and will not be considered under this procurement.

Faxed or late proposals will be ineligible and not accepted for consideration.

It is the responsibility of the Respondent to ensure that the proposal is received in WFSCB offices by the designated due date and time. WFSCB assumes no responsibility for delays caused by postage, mail courier deliveries, or any other form of delivery.

### **5.5 Budget Information (Bid / Proposed Construction Contract Amount)**

Fee/cost information should be provided on the Bid Response Document. Proposed or negotiated costs must remain firm through project completion.

### **5.6 Restrictions on Communication**

Respondent, or any agent or representative of Respondent shall not undertake any activities or actions to promote or advertise their qualifications or submissions to any member of the project architect firm, WFSCB, WFSCB's Board of Directors, WFSCB's CEO Council or their respective staff persons, at any time between the date of release of the RFP and the date of award of a contract by WFSCB. This restriction extends to "thank you" letters, telephone calls, emails, text messages and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent or any agent of Respondent may lead to disqualification of the proposal from consideration.

## **PART 6.0 – PROPOSAL EVALUATION AND SELECTION PROCESS**

### **6.1 Evaluation Process**

Proposals will first be screened to determine if they are responsive. For proposals to be considered responsive and advance to the evaluation phase, the following requirements must be met:

1. The proposal must have been submitted within the RFP deadline.

2. Electronic submissions must be two separate PDF files and contain e-signatures.
3. If submitting in paper format, all forms that require execution must contain original wet signatures. Respondent must also provide electronic versions as two separate PDF files to be transmitted via email.
4. The proposal must be for the specific services requested and described in the RFP.
5. The proposal must be submitted in the outline and order described in the RFP.
6. If requested, copies of resumes, licenses and/or certificates must be included.

Proposals not meeting the above requirements or with an average final score of 69 points or less will be treated as non-responsive and disqualified from further consideration. Proposals meeting the above requirements and receiving an average final score of 70 points or more are not guaranteed an award.

WFSCB may use Board members, staff members, independent evaluators, or a combination of all to evaluate and rank proposals.

WFSCB will base its selection on professional competence & experience, references, change order fee percentage and the bid/proposed construction contract amount. Respondents may earn additional points if they are currently certified as a HUB by the State of Texas Comptroller of Public Accounts and include a copy of their certification in their proposal. After evaluation, an award may be made on the basis of the evaluation and ranking without discussion, clarification, or modification, or WFSCB may enter into negotiations with qualified Respondent.

The WFSCB will make a good faith effort to award contracts to HUBs.

## 6.2 Evaluation Criteria and Scoring

The review and selection process will include the following criteria and value system:

### Professional Competence & Experience (Value 45 points)

Executive Summary 11 points

Completed Work 11 points

Current Work 11 points

References 12 points. References will be verified and points awarded as follows:

- Three distinct references provided (1 point per reference)
- Number of Responses (1 point per response). Lack of response or response received after the requested due date and time will not be awarded any points.
- Quality of Responses (up to 6 points total for positive and informative responses that demonstrate good performance)

### Change Order Fee Percentage (Value 5 points)

Change Order Fee Percentage	Points Awarded
0% to 9%	5
10% to 14%	3
15% and greater	0

### HUB Certification (Value 5 points)

Historically Under-Utilized Business (HUB) as certified by the State of Texas. To earn points, the Respondent must provide a current copy of the certification.

### BID / PROPOSED CONSTRUCTION CONTRACT AMOUNT (Value 50 points)

Base Bid Phase III & Bid Alternate Nos. 1-3

**TOTAL MAXIMUM POINTS 105**

### 6.3 Cost/Price Scoring Methodology

Points for base cost/price will be awarded using the following methodology:

Assume the following cost proposals are received (examples only):

Company A	\$50,000
Company B	\$38,000
Company C	\$45,000

The lowest offer will be divided by each offer amount to determine a percentage:

Company A	$\$38,000 \div \$50,000 = .76$
Company B	$\$38,000 \div \$38,000 = 1.00$
Company C	$\$38,000 \div \$45,000 = .84$

Available points (50) will then be multiplied by each percentage to determine number of points awarded to each offeror.

Company A	$50 \times .76 = 38$ points
Company B	$50 \times 1 = 50$ points
Company C	$50 \times .84 = 42$ points

The same scoring methodology will be applied to alternate cost/pricing.

### 6.4- Oral Presentation/Interviews

Firms responding to the RFP may be required to provide an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted.

Interviews are optional and may or may not be conducted. If an interview is conducted, it is essential that key staff assigned to the proposed work, as well as other key representatives, be present at and participate in the interview.

## **PART 7.0 – PROPOSAL FORMS AND ATTACHMENTS as follows**

## PROFILE & CERTIFICATION

1. Legal name of Respondent entity:
2. Assumed names under which Respondent has operated:
3. Physical Address:
4. Mailing Address:
5. Name of Primary Contact: *should be an individual authorized to make representations on behalf of Respondent*
6. Title of Primary Contact:
7. Telephone Number of Primary Contact:
8. Email Address of Primary Contact:
9. Tax / Legal Status of Entity (*e.g. corporation, LLC, LP, GP, LLP, association, sole proprietor*):
10. Is Respondent registered with the State of Texas as a Historically Underutilized Business (HUB)? If yes, please provide HUB Certification Number and include a copy of certification as part of this Proposal Response Document.

**By signing below I hereby certify the following:**

Acceptance of the terms and conditions of this RFP.

Proposal will remain in effect until a contract has been finalized and a purchase order has been issued by WFSCB to the awarded contractor.

Respondent currently has the required insurance coverages or upon award of the contract will purchase and provide a Certificate of Liability Insurance within ten (10) business days of contract execution. Respondent shall deliver a Payment Bond and a Performance Bond for the project price no later than the tenth (10<sup>th</sup>) day after contract execution.

That the information in this proposal and all attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this entity. I certify that no employee, board member, or agent of WFSCB has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the RFP and that this entity will comply with the procurement standards applicable under this RFP, and any other applicable local, state, and federal regulations, policies, and directives.

I certify that I am legally authorized to sign and submit this proposal on behalf of said entity.

\_\_\_\_\_  
Name of Certifying Person

\_\_\_\_\_  
Title of Certifying Person

\_\_\_\_\_  
Signature of Certifying Person

\_\_\_\_\_  
Date



**Professional Competence & Experience  
EXECUTIVE SUMMARY  
Value 11 Points**

Please provide the following information:

11. Brief statement explaining your understanding of the work to be done.
12. Brief statement explaining your interest in the project.
13. Brief statement highlighting qualifications and how your entity is the most qualified to deliver the services.
14. Number of years entity has been providing similar services.
15. Construction dollar value, year by year, of all work under contract by Respondent for the period 2020 through 2024:

2020	2021	2022	2023	2024
\$	\$	\$	\$	

16. Largest single executed contract value, year by year, by your organization for the period of 2020 through 2024:

2020	2021	2022	2023	2024
\$	\$	\$	\$	\$

17. Full-time equivalent (FTE) employee count of your entity:
18. Please provide a resume/bio for each proposed team member who will be assigned to the project. The following information should be included for each:
  - a. Name
  - b. Job Title
  - c. Project Responsibilities
  - d. Number of Years with Organization
  - e. Number of Years in Industry
  - f. Background/Experience
  - g. Educational Credentials
  - h. Industry Licenses and/or Certifications
19. Organizational chart which identifies the key individuals and their proposed roles.
20. Brief statement explaining how subcontractors will be procured and selected.
21. List of subcontractors that will be used and services they will be providing.
22. Sample Project Close-Out Checklist and warranty program information.
23. Brief statement explaining how WFSCB's project needs will be balanced with the needs of your other clients.
24. Name of bonding company, agent name and contact information.

25. Letter from bonding company stating the currently available bonding capacity of organization (bonding limit minus current obligations).
26. Affirmative action plan, if applicable. If there is no formal plan, please provide your organization's statement adhering to affirmative action.
27. Has Respondent ever been debarred, or otherwise declared ineligible by any public agency from bidding or providing services?
28. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against Respondent or its officers?
29. Has Respondent or its officers filed or been involved in any lawsuits or requested arbitration with regard to professional development training within the last sixty (60) months?
30. Within the last sixty (60) months, has any officer or principal of Respondent entity ever been an officer or principal of another entity when it failed to complete a contract?

**Professional Competence & Experience**

**COMPLETED WORK**

(through substantial completion)

**Value 11 Points**

Within the last thirty-six (36 months), please list commercial projects constructed in Texas. For each project, please provide the information requested below, together with photographs and other graphic materials. WFSCB reserves the right to contact or visit any of Respondent's current and/or past clients to evaluate the level of performance and customer satisfaction.

Commercial Project Name

Name of owner entity:

Primary Contact Name:

Primary Contact Title:

Primary Contact Email:

Type of project (*new construction, renovation, addition or combination*):

Nature of project / function of the building:

Size (SF):

Original contract cost: \$

Final contract cost: \$

Number of change orders (*if any*):

Contractual original completion date:

Actual completion date:

Was this project federally funded?

**Professional Competence & Experience**  
**CURRENT WORK**  
**Value 11 Points**

Please list three (3) commercial projects of similar size and scope currently under construction. For each project, please provide the information requested below, together with photographs and other graphic materials. WFSCB reserves the right to contact or visit any of Respondent's current and/or past clients to evaluate the level of performance and customer satisfaction.

Commercial Project Name #1

Name of owner entity:  
Primary Contact Name:  
Primary Contact Title:  
Primary Contact Email:  
Type of project (*new construction, renovation, addition or combination*):  
Nature of project / function of the building:  
Size (SF):  
Original contract cost: \$  
Number of change orders to date (*if any*):  
Contractual completion date:  
Estimated completion date:  
Is this project federally funded?

Commercial Project Name #2

Name of owner entity:  
Primary Contact Name:  
Primary Contact Title:  
Primary Contact Email:  
Type of project (*new construction, renovation, addition or combination*):  
Nature of project / function of the building:  
Size (SF):  
Original contract cost: \$  
Number of change orders to date (*if any*):  
Contractual completion date:  
Estimated completion date:  
Is this project federally funded?

Commercial Project Name #3

Name of owner entity:  
Primary Contact Name:  
Primary Contact Title:  
Primary Contact Email:  
Type of project (*new construction, renovation, addition or combination*):  
Nature of project / function of the building:  
Size (SF):  
Original contract cost: \$  
Number of change orders to date (*if any*):  
Contractual completion date:  
Estimated completion date:  
Is this project federally funded?

**Professional Competence & Experience**  
**REFERENCES**  
**Value 12 Points**

Please furnish three (3) distinct references of your firm's relevant projects completed within the last five (5) years. Relevant projects should include expansions and renovations involving aggressive schedules. As a part of the evaluation process, WFSCB will be contacting these references. If references fail to respond by the requested due date and time, points awarded in this category will be negatively impacted.

**Reference #1**

Entity Name:  
Entity Address:  
Contact Name:  
Contact Title:  
Contact Telephone Number:  
Contact Email Address:  
Project Name & Location:  
Construction Type:  
Contract Term (start & end dates):  
Contract Amount: \$  
Were services provided within cost and time constraints?  
Was this project federally funded?

**Reference #2**

Entity Name:  
Entity Address:  
Contact Name:  
Contact Title:  
Contact Telephone Number:  
Contact Email Address:  
Project Name & Location:  
Construction Type:  
Contract Term (start & end dates):  
Contract Amount: \$  
Were services provided within cost and time constraints?  
Was this project federally funded?

**Reference #3**

Entity Name:  
Entity Address:  
Contact Name:  
Contact Title:  
Contact Telephone Number:  
Contact Email Address:  
Project Name & Location:  
Construction Type:  
Contract Term (start & end dates):  
Contract Amount: \$  
Were services provided within cost and time constraints?  
Was this project federally funded?

**CHANGE ORDER FEE PERCENTAGE**  
**Value 5 Points**

Points for percentage of change order fee will be awarded as follows:

<b>Change Order Fee Percentage</b>	<b>Points Awarded</b>
0% to 9%	5
10% to 14%	3
15% and greater	0

**Respondent Change Order Fee:** \_\_\_\_\_%

## ATTACHMENT A

### CERTIFICATONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS

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Lobbying: This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

---

The undersigned contractor certifies that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the Federal Regulations, implementing, Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

---

The undersigned contractor certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,

- (4) Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

---

Drug-Free Workplace: This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), and Department of Health and Human Services (45 CFR Part 76).

---

The undersigned contractor certifies that it shall provide a drug-free workplace by:

- (a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- (b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- (c) Providing each employee with a copy of the Contractor's policy statement;
- (d) Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- (e) Notifying the Commission within ten days of Contractor's receipt of a notice of a conviction of an employee; and,
- (f) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or require such employee to participate in a drug abuse assistance or rehabilitation program.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



**ATTACHMENT B**

**TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

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Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this contract is current in its franchise taxes must be signed by the individual on Form 203, Corporate Board of Directors Resolution, to sign the contract for the corporation.

---

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

\_\_\_\_\_ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

\_\_\_\_\_ The corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**ATTACHMENT C**

**STATE ASSESSMENT CERTIFICATION**

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

\_\_\_\_\_ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

\_\_\_\_\_ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

\_\_\_\_\_  
Name of Certifying Person

\_\_\_\_\_  
Title of Certifying Person

\_\_\_\_\_  
Signature of Certifying Person

\_\_\_\_\_  
Date

**ATTACHMENT D**

**Coastal Bend Workforce Development Board**

**DISCLOSURE OF INTEREST**

It is the fiscal policy of the Coastal Bend Workforce Development Board (“the Board”) that all persons or firms seeking to do business with the Board to provide the following information. Every question must be answered. If the question is not applicable, answer with “NA”.

FIRM NAME: \_\_\_\_\_

P.O.BOX: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

FIRM IS:

1. Corporation  2. Partnership  3. Sole Owner  4. Association  5. Other  \_\_\_\_\_

**DISCLOSURE QUESTIONS**

**If additional space is necessary, please attach separate sheet.**

1. State the name of each “non-managerial employee” of the Board having an “ownership interest” constituting 5% or more or the ownership in the above named “firm” or who is an officer, director, employee, or consultant employed or associated with your organization:

<b>Name</b>	<b>Job Title and Section (if known)</b>
_____	_____
_____	_____

2. State the names of each “managerial employee” of the Board having an “ownership interest” constituting 5% or more of the ownership in the above named “firm” or who is an officer, director, employee, or consultant employed or associated with your organization:

<b>Name</b>	<b>Title</b>
_____	_____
_____	_____

3. State the names of each “board member” of the Board having an “ownership interest” constituting 5% or more of the ownership in the above named “firm” or who is an officer, director, employee, or consultant employed or associated with your organization:

Name	Board, Commission, or Committee
_____	_____
_____	_____

4. State the names of each employee or officer of a “consultant” of the Board who worked on any matter related to the subject of this contract and has an “ownership interest” constituting 5% or more of the ownership in the above named “firm” or is an officer, director, employee, or consultant employed or associated with your organization:

Name	Title
_____	_____
_____	_____

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information request; and that supplemental statement will be promptly submitted to the Coastal Bend Workforce Development Board, as changes occur.

\_\_\_\_\_  
Name of Certifying Person

\_\_\_\_\_  
Title of Certifying Person

\_\_\_\_\_  
Signature of Certifying Person

\_\_\_\_\_  
Date

## **ATTACHMENT E**

### **Coastal Bend Workforce Development Board**

#### **ORIENTATION TO COMPLAINT PROCEDURES FOR SERVICE PROVIDERS**

The policy of the Coastal Bend Workforce Development Board (the Board) is to resolve complaints in a fair and prompt manner. The Board's administrative directive on GRIEVANCE PROCEDURE establishes the guidelines for the resolution of grievances/complaints and requires this orientation sheet be received and acknowledged by all individuals or organizations providing services to the Board under contract or agreement.

Acts of restraint, interference, coercion, discrimination or reprisal towards complainants exercising their rights to a file a grievance under Board policy are prohibited. A complainant is the individual or organization filing a grievance/complaint. A respondent is the individual or organization against whom a grievance/complaint is filed. Inquiries regarding the resolution of grievances should be addressed to:

Coastal Bend Workforce Development Board  
ATTN: EO Officer  
400 Mann Street, Suite 800  
Corpus Christi, Texas 78401  
Telephone: (361) 885-3019

Every effort should be made to resolve your grievance at the optimum management level. The Board's EO Officer is available to assist, as necessary, in the grievance resolution process.

The time limit to file a complaint under the Board's grievance procedure is 30 calendar days from the date of the event that leads to the filing of the grievance. A copy of the Board's Policy and Procedure is available upon request.

#### **EQUAL OPPORTUNITY IS THE LAW**

The Board is prohibited from discriminating on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only. If you think that you have been subjected to discrimination, you may file a complaint within 180 days from the date of the alleged violation with the Equal Opportunity Officer at the:

TEXAS WORKFORCE COMMISSION  
WORKFORCE DEVELOPMENT DIVISION  
EQUAL OPPORTUNITY OFFICE  
101 E. 15<sup>th</sup> STREET  
AUSTIN, TEXAS 78778  
Telephones: (512) 463-2400; (TDD): 1-800-RELAY TX, Voice 1-800-RELAY VV.

or you may file a complaint directly with the:

DIRECTOR, DIRECTORATE OF CIVIL RIGHTS (DCR)  
U.S. DEPARTMENT OF LABOR  
200 CONSTITUTION AVENUE NW, ROOM N4123  
WASHINGTON, D.C. 20210

If you elect to file your complaint with the Texas Workforce Commission (TWC), you must wait until the TWC issues a decision or until 60 days have passed, whichever is sooner, before filing with DCR (see address above). If the TWC has not provided you with a written decision within 60 days of the filing of the complaint, you need not wait for a decision

to be issued, but may file a complaint with DCR within 30 days of the expiration of the 60-day period. If you are dissatisfied with the TWC's resolution of your complaint, you may file a complaint must be filed within 30 days of the date you received notice of the TWC's proposed resolution.

By my signature below, I acknowledge this orientation to the Board's complaint procedures for services providers and the statement regarding EQUAL OPPORTUNITY IS THE LAW:

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## ATTACHMENT F

### Coastal Bend Workforce Development Board

#### UNDOCUMENTED WORKER CERTIFICATION

Effective September 1, 2007, HB 1196 amended Subtitle F, Title 10, of the Texas Government Code to add Subsection 2264. Chapter 2264 directs public agencies, state or local taxing jurisdictions, and economic development corporations (public entities) to require that any business submitting an application to receive public subsidies include in the application a statement certifying that the business, or branch, division or department of the business does not and will not knowingly employ an undocumented worker.

In the event that a business grantee is found in violation of 8U.S.C. subsection 1324a(f), consistent with the requirements of Texas Government Code subsection 2264, Boards are permitted to bring a civil action to recover any amounts owed, as well as court costs and reasonable attorney's fees.

Penalties incurred by business grantees shall be assessed damages at a rate of 20% of contract award. Said damages shall be made payable to the Board within 120 days of receiving the notice of violation.

#### DEFINITION OF TERMS

Public Subsidy – is broadly defined Texas Government Code §2264.001 (3) as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry, or sector of the state's economy or to create or retain jobs in Texas. The term includes, among other things, bonds, grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, and matching funds. The Commission's Office of General Counsel has found that HB 1196 does not apply to the acquisition of goods and services.

Undocumented Worker – is defined as an individual who, at the time of employment, is not lawfully admitted for permanent residence in the United States, or is not authorized under law to be employed in that manner in the United States.

#### CERTIFICATION

Contractor certifies that no undocumented workers will be employed during the execution of this contract. By the signature indicated below, the contractor verifies their understanding of the terms and conditions of this requirement.

\_\_\_\_\_  
Name of Certifying Person

\_\_\_\_\_  
Title of Certifying Person

\_\_\_\_\_  
Signature of Certifying Person

\_\_\_\_\_  
Date



**BID / PROPOSED CONSTRUCTION CONTRACT AMOUNT**  
**General Contractor Services Mission Plaza Phase III**  
**RFP 25-01**

**Proposed or negotiated costs must remain firm through project completion.**

Base Bid Phase III \$ \_\_\_\_\_

Bids for Alternates referenced in Section 01 23 00 on PDF page 19 of the Project Manual:

Alternate No. 1 \$ \_\_\_\_\_

Alternate No. 2 \$ \_\_\_\_\_

Alternate No. 3 \$ \_\_\_\_\_

Estimated time for construction after issuance of building permit: \_\_\_\_\_ Calendar Days

\_\_\_\_\_  
Name of Certifying Person

\_\_\_\_\_  
Title of Certifying Person

\_\_\_\_\_  
Signature of Certifying Person

\_\_\_\_\_  
Date